

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
(Representing Deputy Sheriff Sergeants)**

AND

**COUNTY OF COOK/SHERIFF OF COOK COUNTY
(AS JOINT EMPLOYEES)**

Effective

December 1, 2005 through November 30, 2009

DEPUTY SHERIFF SGTS 2005-2009

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2007

COM _____

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
Section 1.1 Representative Unit	1
Section 1.2 Labor Council Membership	1
Section 1.3 Dues Checkoff	1
Section 1.4 Fair Share	2
Section 1.5 Religious Exemption	3
Section 1.6 Indemnification	3
ARTICLE II - NON DISCRIMINATION	3
Section 2.1 Non-Discrimination	3
ARTICLE III - EMPLOYER AUTHORITY	3
Section 3.1 Employer Rights	3
Section 3.2 Employer Obligations	5
ARTICLE IV - UNION RIGHTS	5
Section 4.1 Grievance Processing and Contract Administration	5
Section 4.2 Bargaining Unit Members and Command Structure	6
ARTICLE V - GRIEVANCE PROCEDURE	6
Section 5.1 Policy	6
Section 5.2 Definition	6
Section 5.3 Transfer Grievances	7
Section 5.4 Grievance Procedure Steps	7
Section 5.5 Time Limits	8
Section 5.6 Discovery	8
Section 5.7 Impartial Arbitration Procedure	8

ARTICLE VI - EMPLOYEE RIGHTS	9
Section 6.1 Discipline Investigation	9
Section 6.2 Corrective and Progressive Discipline	9
Section 6.3 Forms of Discipline	10
ARTICLE VII - LABOR MANAGEMENT MEETINGS	10
Section 7.1 Labor Management Meetings	10
ARTICLE VIII - SENIORITY	11
Section 8.1 Definition of Seniority	11
Section 8.2 Seniority List	11
Section 8.3 Probationary Period	11
Section 8.4 Application of Seniority	11
Section 8.5 Reduction in Work Force, Layoff and Recall	12
Section 8.6 Termination or Suspension of Seniority	12
Section 8.7 Americans with Disabilities Act	13
Section 8.8 Temporary Light Duty	14
Section 8.9 Utilizing Benefits	14
Section 8.10 Contract Copies Supplied	14
ARTICLE IX - LEAVES OF ABSENCE	14
Section 9.1 Regular Leave	14
Section 9.2 Seniority on Leave	15
Section 9.3 Retention of Benefits	15
Section 9.4 Military Leave	15
Section 9.5 Approval of Leave	15
Section 9.6 Veterans Conventions	15
Section 9.7 Union Conventions	16
Section 9.8 Other Leaves	16
ARTICLE X - CONTINUITY OF OPERATIONS	16
Section 10.1 No Strike	16
Section 10.2 Labor Council Responsibility	16
Section 10.3 Discharge of Violators	17
Section 10.4 No Lock-Out	17
Section 10.5 Reservation of Rights	17

ARTICLE XI - TRAINING AND EDUCATION	17
Section 11.1 Available Training	17
Section 11.2 Training	17
ARTICLE XII - MISCELLANEOUS	18
Section 12.1 Health and Safety	18
Section 12.2 Bulletin Boards	18
Section 12.3 Partial Invalidity	18
Section 12.4 Sub-Contracting	18
Section 12.5 Credit Union	19
Section 12.6 Personnel Files	19
Section 12.7 Drug Testing	19
Section 12.8 Secondary Employment Permitted	19
Section 12.9 Duty Related Injury	20
Section 12.10 Transfers	20
Section 12.11 Cook County Sheriff's Merit Board	20
ARTICLE XIII - HOURS OF WORK AND OVERTIME	20
Section 13.1 Purpose of Article	20
Section 13.2 Regular Work Periods	20
Section 13.3 Compensatory Time and/or Overtime Compensation	21
Section 13.4 Overtime Worked	21
Section 13.5 Court Time	22
Section 13.6 Shift Exchanges	22
ARTICLE XIV - RATE OF PAY	22
Section 14.1 Job Classification	22
Section 14.2 Wage Rates	22
ARTICLE XV - HOLIDAYS	23
Section 15.1 Designation of Holidays	23
Section 15.2 Holiday Staffing and Compensation	24
Section 15.3 Holidays in Vacation	24
Section 15.4 Eligibility	24

ARTICLE XVI - VACATIONS	25
Section 16.1 Vacation Leave	26
Section 16.2 Vacation Preference and Scheduling	26
ARTICLE XVII - WELFARE BENEFITS	26
Section 17.1 Hospitalization Insurance	26
Section 17.2 Health Insurance Opt-Out Program	26
Section 17.3 Sick Leave	27
Section 17.4 Disability Benefits	28
Section 17.5 Life Insurance	28
Section 17.6 Pension Plan	28
Section 17.7 Dental and Vision Benefits	28
Section 17.8 Bereavement Leave	28
Section 17.9 Maternity/Paternity Leave	29
Section 17.10 Flexible Benefits Plan	29
Section 17.11 Insurance Disputes	29
ARTICLE XVIII - ADDITIONAL BENEFITS	29
Section 18.1 Election Day	29
Section 18.2 Personal Days	29
Section 18.3 Uniform Allowance and Changes	30
Section 18.4 Mileage	30
Section 18.5 Maintenance of Benefits	30
ARTICLE XIX - DURATION	30
Section 19.1 Term	30
Section 19.2 Notice	30
SIGNATURE PAGE	
APPENDIXES:	
A - Wage Rates	
B - Dues Deduction Form	
C - Grievance Form	
D - Sheriff's Drug Free Workplace Policy	

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County, Joint Employers of employees covered by this Agreement, (hereinafter collectively referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council").

ARTICLE I **RECOGNITION**

Section 1.1 Representative Unit:

The Employer recognizes the Labor Council as the sole and exclusive representative for all employees of the Employer in the defined bargaining unit described as all deputy sheriffs in the rank of Sergeant assigned to Court Services and excluding all supervisory, managerial and confidential employees, and all other employees of the County of Cook and Cook County Sheriff.

Section 1.2 Labor Council Membership:

The Employer does not object to Labor Council membership by its employees, and believes that certain benefits may be gained from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Labor Council if he/she timely tenders the dues and initiation fee (if any) required as a condition of membership.

The Employer shall notify the Labor Council of the names of any newly appointed bargaining unit members.

The Employer shall provide the Labor Council with a date and time to present the benefits of Labor Council membership to newly appointed bargaining unit members.

Section 1.3 Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached herein as APPENDIX "B"), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council, or a fair share representation fee, and shall forward such amount to the Labor Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Labor Council. The Employer shall retain a .05¢ service fee for each deduction made on behalf of the Labor Council.

Section 1.4. "Fair Share":

- A. The County shall grant "Fair Share" to the Labor Council in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon a satisfactory one time demonstration to the County that the Labor Council has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. All employees covered by this Agreement, will within thirty (30) days of their employment by the County, or thirty (30) days from the signing of this Agreement, either (1) become members of the Labor Council and pay to the Labor Council dues and fees; or, (2) will pay to the Labor Council each month their fair share of the Labor Council's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
- B. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to an address provided by the Labor Council; provided, however, that the Labor Council shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Labor Council, and certifies that said amount is in compliance with the requirements laid down by the United States Supreme Court in Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers.
- C. Upon receipt of such certification(s), the County shall cooperate with the Labor Council to ascertain the names, addresses and the work locations of all employee members and non-members of the bargaining unit from whose earnings the dues or fair share payments shall be deducted.
- D. Upon the Labor Council's receipt of notice of a formal objection by a non-member to the fair share amount, the Labor Council shall deposit in an escrow account, separate from all other Labor Council funds, all fees being collected from non-Labor Council employees which are in dispute. Upon request the Labor Council shall furnish objectors and the County with verification of the terms of the escrow arrangement; and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Labor Council control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of a mutually agreeable settlement between the Labor Council and an objector or group of objectors, or in the event no such settlement is reached, the decision of a neutral arbitrator.
- E. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Labor Council, the Labor Council shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5. Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Labor Council, as determined by a neutral arbitrator, shall be required to pay an amount equal to their fair share of Labor Council dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Labor Council and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6. Indemnification:

The Labor Council shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

**ARTICLE II
NON-DISCRIMINATION**

Section 2.1. Non-Discrimination:

The Employer and the Labor Council agree that neither shall discriminate in employment matter by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, sexual orientation or disability, voluntary membership or non-voluntary membership in the Labor Council. No bargaining unit member shall be transferred, assigned, reassigned or have their duties changed for reasons prohibited by this section.

Any transfer of a bargaining unit member cannot be based upon their protected Labor Council activity under this Agreement or under the law.

The Employer shall continue to provide equal employment opportunity and apply equal employment practices for all bargaining unit members.

**ARTICLE III
EMPLOYER AUTHORITY**

Section 3.1. Employer Rights:

The Labor Council recognizes that the Employer has the full authority and responsibility for directing its operation and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer's rights include, but are not limited to:

- A. the exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. the exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.
- C. to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance and evaluation standards.
- D. the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).
- E. the right to make, publish and enforce reasonable general orders, rules and regulations; and, the Employer has the right to reclassify existing positions based on assigned duties and responsibilities which are not inconsistent with Section 4.2 of this Agreement.
- F. the right to enter into mutual aid and assistance agreements with other units of government.
- G. the right to establish standards governing the levels of force, including deadly force that can be used.
- H. the Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in this Section shall diminish the Labor Council's right to grieve in accordance with the provisions of this Agreement.
- I.. each calendar year , the Sheriff shall have the right to make certain "Employer Right" transfers from and into one of the facilities/units, without posting and/or bidding the vacancy. Such "Employer Right" transfers shall be limited to the following:

Each Calendar Year

-not more than 6 transfers

For purposes of this Section, an Employer Right transfer of one person out of a position and the transfer of a replacement person into that vacated position shall count as one (1) transfer. There shall be no carry-over of unused Employer Right transfers from year to year. Employer Right transfers shall be identified as such on any transfer order. Employer Right transfers are not subject to the grievance procedure.

Section 3.2. Employer Obligations:

The Labor Council recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

**ARTICLE IV
UNION RIGHTS**

Section 4.1. Grievance Processing and Contract Administration:

Only the aggrieved employee(s) and/or Representatives of the Labor Council may present grievances. Duly authorized Stewards of the Labor Council will be permitted, at reasonable times, to enter the appropriate County facility for purposes of handling grievances at Steps 1 or 2; provided, however, that the Steward assigned to the facility location of Step 2 grievance hearings, or a Labor Council representative, will handle all Step 2 grievances, if available. Duly authorized Representatives of the Labor Council will be permitted, at reasonable times, to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These Representatives will be identified to the Sheriff or his designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff or his designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Labor Council and Stewards will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff's Department rules applicable to non-employees. Said approval shall not be denied arbitrarily or capriciously or without cause.

The Labor Council will advise the Employer in writing of the names of the Stewards with the Employer and shall notify the Employer promptly of any charges. Upon obtaining approval from their supervisor, before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Department are not adversely affected, and further provided that the representing Steward is the assigned Steward of the facility (per notification as provided by the Union) or the Steward at the facility of the hearing, whichever applies. In all cases the primary mission of the Department and proper manpower considerations shall be controlling. The number of Negotiating Team members will be five (5).

Section 4.2. Bargaining Unit Members and Command Structure:

The Employer recognizes that only bargaining unit members may occupy the first line supervisor position for merit positions within the Court Services Department, consistent with the Rules and Regulations of the Cook County Sheriff's Merit Board. In the event the Employer wishes to reclassify any bargaining unit position, the Employer shall make written notification to the Labor Council at least sixty (60) days prior to implementation; the Labor Council reserves the right to file a demand to bargain over the impact and effect of such proposed change, with any impasse resolved in accordance with the provisions of this Agreement.

It is understood and agreed that the Employer's right to reclassification as defined in Article III Section 3.1 (E) shall not be used for the purpose or intention of undermining the bargaining unit.

**ARTICLE V
GRIEVANCE PROCEDURE**

Section 5.1. Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

Section 5.2. Definition:

A grievance is a difference between an employee or the Labor Council and the Employer with respect to discipline, the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement. Matters which fall within the jurisdiction of the Merit Board are not challengeable as a grievance. However, discipline of thirty (30) days or less may be grieved as outlined in Section 5.4 of this Agreement. The Labor Council will send copies of grievances appealed at Step Three to the County's Chief Administrative Officer or his designee. It is recognized that because a Joint Employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Administration, depending on the subject of the grievance.

Only the aggrieved employee(s) and/or Representatives of the Labor Council or designee may present grievances. Employees or the Labor Council may take up grievances through Steps 1 to 3 either individually or with representation by the Labor Council. If an employee takes up a grievance without Labor Council representation, any resolution of the grievance shall be consistent with this Agreement and the Labor Council representative shall have the right to be present at such resolution meetings. A grievance relating to all or a substantial number of employees or to the Labor Council's own interests or rights with the Employer may be initiated at Step 3 by the Labor Council representative.

Without diminishing or compromising the rights of the Employer under Section 4 of the IPLRA and Article III of this Agreement to promulgate work rules or general orders, it is understood by the parties that the Labor Council may file and arbitrate a grievance under Article V, challenging as unreasonable,

changes in existing or new work rules, assignments or general orders, which establish Department-wide standards or procedures and which have as their primary subject wages, hours and terms and conditions of employment. The parties further understand that in any such arbitration proceeding the Labor Council has the burden of establishing that the challenged work rules or general order is unreasonable. The Labor Council and bargaining unit members shall have all rights provided by law.

If it is further understood that the hiring and promotion of employees are not subject to the grievance procedure.

Section 5.3. Transfer Grievances:

Transfer Grievances shall be limited as to whether or not provisions of this Agreement were violated. A transfer is not subject to the Grievance Procedure if an employee is transferred under the following conditions:

- A. The exercise of the "Employer Right" transfers under Section 3.1 (I) of this Agreement;
- B. The assignment or transfer of probationary employees during their probationary period.
- C. The filling of vacancies or the transfer of employees from any unit not listed in Section 8.4
- D. Temporary reassignment of employees under investigation under Section 6.2 of Article VI of this Agreement.

Section 5.4. Grievance Procedure Steps:

Grievances must be submitted on an approved Grievance Form, (attached herein as Appendix "C"). The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

Step	Submission Time <u>Limit</u> (Calendar Days)	To Whom <u>Submitted</u>	Time Limits <u>Meeting</u> (Work Days)	Response Time (Calendar Days)
1	15 days	Ass't. Chief/Designee	10 days	10 days
2	10 days	Division Chief/Designee	10 days	10 days
3	10 days	Department Head/Designee	20 days	30 days
4	10 days	Sheriff/Designee or Chief Admin. Officer/Designee	20 days	30 days
5	10 days	Impartial Arbitration	30 days	30 days

At each Step of the Grievance Process the Employer must issue a written response within the required time limit. If the answer is not satisfactory or if no answer is given, the grievant may, within the required time limits, advance the grievance to the next step. Failure to advance the grievance with the required time limits concludes the grievance process.

It is understood that disciplinary proceedings in excess of thirty (30) days, up to and including termination, are subject to the jurisdiction of the Cook County Sheriff's Merit Board, and may not be appealed through the grievance procedure in this Agreement. This Article does not apply to counseling sessions, which are not grievable.

Section 5.5. Time Limits:

The scheduling of an arbitration hearing shall be governed by mutual agreement with the arbitrator. An arbitrator's award shall be submitted to the parties within thirty (30) days of the close of the hearing. All grievances will contain a file number obtained through the Sheriff's Office at the appropriate step which shall not be withheld. The issue date of said number of Fax transmittal shall be considered meeting any required time limits, provided Fax transmittals from an employee of a grievance shall require an Employer confirmation of receipt by return fax to meet the time limits. Time limits may be extended by mutual agreement between the employee and/or the Labor Council and the Employer.

Section 5.6. Discovery:

Upon written request by the employee, or the Labor Council, the Employer shall provide all discovery information to the Union in the event of an arbitration hearing.

Section 5.7 Impartial Arbitration Procedure:

Only the FOP Labor Council may request arbitration under this Agreement. If the Labor Council is not satisfied with the Step 4 answer to a grievance involving an alleged violation of the contract or transfer, it shall within ten (10) days after receipt of the Step 4 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. The Labor Council and Employer shall attempt to reach an agreement on an arbitrator within ten (10) days after filing for arbitration. If the Labor Council and Employer fail to reach agreement on an Arbitrator within ten (10) days, the Employer and the Labor Council may request the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within seven (7) days of receipt of the arbitration panel to alternately strike one (1) name at a time from the panel until only one (1) name remains; the remaining name shall be the arbitrator. The party striking first shall be determined by a toss of the coin. The Labor Council and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay.

In fashioning his/her award in discipline grievances, the arbitrator shall determine whether there was just cause to impose the discipline; and, may sustain the discipline imposed by the Employer, reduce the discipline (including reduction to a reprimand), including the application of "options" granted or

denied with regard to the discipline, or exonerate the employee; but, in no event shall the Arbitrator have authority to increase disciplinary action in question. The Arbitrator shall issue a written decision within thirty (30) days after close of the hearing, or the submission of post-hearing briefs (if applicable), which ever is later.

All decisions of the Arbitrator shall be final and binding on the parties.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Labor Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in issuing his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Labor Council. The Arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE VI

EMPLOYEE RIGHTS

Section 6.1. Discipline Investigation:

The Employer shall not take any disciplinary action against an employee without just cause. Any employee covered by the terms of this Agreement shall be afforded all of the rights enumerated by the Uniformed Peace Officers Disciplinary Act (Bill of Rights) 50 ILCS 725/1 *et seq.* In addition, as unionized employees, the officers who are subject to investigation which may lead to discipline shall be afforded all of the rights and privileges granted under *Weingarten v NLRB*, 420 US 251 (1975), 43 L ED. 2d 171, 95 CT 959 and *Morgan v Central Management Services*, ISLRB (1 PERI 2020).

Random testing under the Sheriff's Drug Free Workplace Policy shall not be subject to the provisions of 50 ILCS 725/1, *et seq.* or the rights and privileges granted under *Weingarten v. NLRB*, 420 US 251 (1975), and *Morgan v. Central Management Services*, ISLRB (1 PERI 2020).

It is recognized that the Employer has the right to transfer or reassign employees for just cause as a result of discipline.

Section 6.2. Corrective and Progressive Discipline:

The Labor Council and the Employer agree that discipline should be timely, corrective and progressive, accompanied by counseling where appropriate. It is understood that the employees are subject to general orders, rules and regulations of the Department.

An employee may be temporarily reassigned while under investigation for alleged wrongdoing, however; said reassignment will remain within the employee's assigned facility, if appropriate. Such reassignment shall not be indicative of any guilt. In no event shall an employee transferred remain transferred for more than thirty (30) days after completion of the investigation/conclusion of Command channel review, except as provided in 6.1.

If the Sheriff recalls such credentials, said recall shall be accomplished on duty, if possible.

Section 6.3 Forms of Discipline:

1. **Summary Punishment:**

Employees who are disciplined or recommended for discipline under Summary Punishment may choose to appeal through either the Sheriff's "Summary Punishment Action Request" form (SPAR) or the Labor Agreement's grievance procedure, but not both remedies. If the SPAR form is chosen, the steps for appeal are outlined by the Court Services Department.

2. **Suspension up to 30 days:**

Any suspension imposed by the Employer on an employee of up to 30 days may be appealed at all steps of the grievance procedure or the Sheriff's appeal procedure as outlined in the appropriate Court Services Department or DCSI general order, but not both remedies.

3. **Suspension in excess of 30 days, up to and including, Termination:**

Suspension in excess of 30 days, up to and including termination, are subject to the jurisdiction of the Cook county Sheriff's Merit Board and may not be appealed through the grievance procedure or the Sheriff's appeal process.

ARTICLE VII LABOR-MANAGEMENT MEETINGS

Section 7.1. Labor-Management Meetings:

For the purpose of conferring on matters of mutual interest, which are not appropriate for consideration under the grievance procedure, the Labor Council and the Employer agree to meet as needed, and by mutual agreement, through designated representatives, at the request of either party and at mutually agreed upon dates, times and locations. The Labor Council and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. This provision is not intended in any way to preclude informal discussions or meetings among the parties. The Employer retains the right to limit the number of on-duty personnel in attendance, based on manpower considerations.

Labor Management meetings shall be made reasonably in advance, in writing with a written agenda attached by the requesting party and said meeting shall be confined to the written agenda unless otherwise agreed to by the parties.

ARTICLE VIII

SENIORITY

Section 8.1. Definition of Seniority:

For purposes of earned benefits and pension, the employee's seniority shall be defined as the length of most recent continuous employment with either the County of Cook and/or the Cook County Sheriff's Office.

Section 8.2. Seniority List:

Annually, or more often at the request of the Labor Council which shall not be unreasonably denied, the Employer will post and furnish the Labor Council with a list showing the name, classification and seniority dates as listed in 8.1 of each employee within fourteen (14) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Labor Council until a subsequent list is furnished by the Employer as provided herein. An employee's seniority, and their position on the seniority list, may be adjusted if accrual of seniority stops during a leave of absence or other absences referenced in Article 9 of this Agreement.

Section 8.3. Probationary Period:

The probationary period for newly appointed Sergeants shall be one (1) year from the date of appointment, consistent with the Rules and Regulations of the Cook County Sheriff's Merit Board.

Section 8.4. Application of Seniority:

- A. **Application:** The seniority list shall govern in the selection of vacations or other time off selections in accordance with the provision of this Agreement. Seniority shall be considered when making employee requested transfers (except Employer Right transfers).
- B. **Job Posting and Bidding:**
 - 1. Whenever the Employer determines to fill a recognized opening in any of the facilities/units within the Sheriff's Court Services Department, notice of such opening, including any minimum standards required for filling the opening, shall be posted in such a manner as to insure that all bargaining unit members have ample notice and opportunity to bid for the opening (generally not less than 10 working days). In filling the opening, the employee's ability to perform the necessary work shall be considered first and then their seniority among the bidders.

2. After posting and bidding recognized opening(s) in accordance with Section 8.4C and no bargaining unit member bids for the opening(s), the opening(s) and all vacancies created by successful bids shall again be bided but within the facility only, by seniority. Once this process is completed, the Employer has the exclusive right, in his sole direction, to fill any remaining openings or vacancies created with any probationary employee and/or, utilizing the least senior employee within the facility/unit.

The Following facilities/units/divisions are open to the job posting and bidding process:

1. District Courts #2	7. Criminal Courts Building	13. Civil Process Servers
2. District Courts #3	8. Daley Center/County Bldg.	14. Child Support/ Enforcement Division
3. District Courts #4	9. Domestic Violence	15. Warrants, Levy, Evictions
4. District Courts #5	10. Police Courts North/Mental Health	16. SWAP
5. District Courts #5	11. Police Courts South	17. Canine
6. Juvenile	12. Traffic Court	

Court Sergeants may be required to travel between court facilities as necessary to provide supervision utilizing County police/departement vehicles.

Section 8.5. Reduction in Work Force, Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees within the job classification of the bargaining unit, due to lack of funds or lack of work, the employees to be laid off in that classification shall be removed in inverse of order of seniority (e.g. last promoted, first laid-off). Affected employees and the Labor Council shall be given notice thereof at least two (2) weeks prior to the effective date of such lay-off. Employees laid off as a result of this procedure shall be subject to recall in order of seniority, before any new employees are hired or promoted into the job classification held by them at the time of the reduction in force.

Section 8.6. Termination or Suspension of Seniority:

An employee's seniority with the Employer shall be terminated, as may be appropriate, upon the occurrence of the following:

- A. Resignation or retirement:
- B. Discharge for just cause;

- C. Absent for three (3) consecutive work days, without notification during such period to the department head or a designee, of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
- D. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- E. Failure to notify the Sheriff/Designee in writing within ten (10) calendar days of the employee's intent to report for work upon recall from layoff, or failure to report for work within ten (10) calendar days, after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Department Personnel Office;
- F. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff/Designee in writing;
- G. Absence from work because of layoff or any other reason for more than six (6) months in the case of an employee with less than one (1) year of service from when the absence began, or more than twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absence from work because of illness or injury covered by duty disability or ordinary disability benefits.

Section 8.7. Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the County conform to the requirements of this Agreement where practicable. The County may take all reasonable steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the County's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this Section shall require the County to take any action which would violate the ADA or any other applicable statute.

Grievances filed in reference to this Section shall begin at Step 3 of the Grievance Procedure.

Section 8.8. Temporary Light Duty:

Sergeants may be returned at the discretion of the Chief Deputy Sheriff, to a restricted duty position, on a full-time basis, for a period of not more than six (6) months, so long as: (1) the employee's attending physician has provided a written prognosis of expected return to full duty; and, (2) the employee has a medical release from the same physician to perform such work; and, (3) the employee also has a medical release from the Employer's physician. These positions shall be filled on a first come-first-served basis, regardless of seniority, with notification of such assignment to the Union.

Temporary light duty positions shall not be available, and may not be applied for, more than once in a twelve (12) month period of time. Any subsequent application for a temporary light duty position must be at least twelve (12) months after the expiration of the prior temporary light duty position assignment. Nothing in this section shall be construed as requiring the Employer to create any such position.

Section 8.9. Utilizing Benefits:

For purposes of using or utilizing benefit time or when bidding (including reverse seniority ordering) seniority shall be determined by:

1. Promotion date as a Deputy Sheriff Sergeant, then
2. Hire date as a Deputy Sheriff, then
3. Hire date as a Cook County Employee, then
4. Employee Number
5. JDE Number

The initial date set that begins requests for available benefit time off after completion of the annual vacation selection process shall be approved on the basis of seniority from all the requests made on that day (24-hour period, 0000 to 2400 hours).

Section 8.10. Contract Copies Supplied:

The Employer and the Labor Council agree to a 50%-50% split in the cost of reproducing this Agreement in such numbers as may be necessary for all parties. Such reproduction shall be at a pre-agreed price, and shall be completed within sixty (60) days of the execution of this Agreement. The Labor Council shall be responsible for ensuring that all dues paying bargaining unit members are supplied with a copy of the fully executed labor Agreement.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 9.1. Regular Leave:

Leaves of absence without pay for employees shall be granted in compliance with the Rules and Regulations of the Employer and Cook County Sheriff's Merit Board.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 9.2. Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits or additional seniority during such period (except as may be otherwise provided in the County's Pension Plan), if such leave is in excess of thirty (30) days; except that leaves granted under the Family Medical Leave Act shall be exempt and pension and seniority shall continue.

Section 9.3. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An employee on an unpaid leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deduction or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 9.4. Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

The Employee will notify the Employer at least twenty (20) days prior to the leave date when possible.

Section 9.5. Approval of Leave:

No request for a leave, as defined in of this Article, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of the Employer's business. Approval of leaves of absence will not be unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence. The Employer may deny a request for a leave to an employee who has not completed their probationary period.

Section 9.6. Veterans Conventions:

Any employee who is a delegate or alternate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave with pay must meet the following conditions:

- A. The employee must be a delegate or alternate to the convention as established in the by-laws of the organization.
- B. They must register with the credentials committee at the convention headquarters.
- C. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
- D. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
- E. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 9.7. Union Conventions:

Employees duly elected as delegates of the Fraternal Order of Police will be permitted to use accrued benefit time to attend State and National conferences and conventions of the Fraternal Order of Police (not to exceed ten (10) work days for all employees), provided that operations of the employer are not adversely affected. In all cases, the primary mission of the employer and proper manpower considerations shall be controlling.

Section 9.8. Other Leaves:

Employees shall be granted leave in accordance with the Family Medical Leave Act, Victim's Economic Security and Safety Act and the Illinois Family Military Leave Act, however, Members of the bargaining unit asserting a violation of these Acts may process their grievances through the initial steps of the grievance procedure, but may not arbitrate grievances alleging a violation of these provisions of the Agreement.

ARTICLE X
CONTINUITY OF OPERATIONS

Section 10.1. No Strike:

The Labor Council will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 10.2. Labor Council Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Labor Council has not sanctioned, the Labor Council shall immediately:

- A. publicly disavow such action by the employees or other persons involved;

- B. advise the Employer in writing that such action has not been caused or sanctioned by the Labor Council;
- C. notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- D. take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 10.3. Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Labor Council on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 10.4. No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 10.5. Reservation of Rights:

In the event of any violation of this Article by the Labor Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XI

TRAINING AND EDUCATION

Section 11.1. Available Training:

The Employer agrees to provide all appropriate training to all personnel commensurate with their duties and responsibilities and further agrees to continuously update such training in order that the employees may develop the skills, knowledge and ability needed in the performance of their official duties.

Section 11.2. Training:

1. **Weapons Qualification:**
Employees are required to qualify once per calendar year with their duty weapon, and will be excused without loss of pay or benefit. .

Should a bargaining unit member be required to qualify with his/her duty weapon after his/her normal tour of duty, the affected employee shall be compensated at a minimum of three (3) hours of compensatory time. Should an employee fail to qualify on the scheduled date, all subsequent attempts to qualify shall be on the employee's own time.

Approved auxiliary/secondary weapons qualification may be done during scheduled qualification dates and times, or be done on the employee's own time.

2. In-service Training:

Employees required to attend in-service training will be excused without loss of pay.

Should an employee not satisfactorily complete any subject of in-service training (including any testing) after the second attempt, all subsequent qualifying dates or in-service training dates shall be on the employee's own time.

ARTICLE XII **MISCELLANEOUS**

Section 12.1. Health and Safety:

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Labor Council to discuss same.

Section 12.2. Bulletin Boards:

The Employer will make bulletin boards available for the use of the Labor Council and the Fraternal Order of Police in non-public locations; the Labor Council may, at its own expense, erect its own separate bulletin boards in locations agreed to by the Employer. The Labor Council and the FOP will be permitted to have posted on these bulletin boards notices of a non-controversial nature, and shall submit a copy of them to the Sheriff or his designee for approval.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 12.3. Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 12.4. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer also reserves the right to enter into mutual aid and assistance agreements with other units

of government. The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees. This provision is not intended to prevent the Employer from reducing the work force in the event mutual aid or police service provided by the Employer to other governmental entities cease.

In the event bargaining unit positions will be effected, the Employer will advise the Labor Council at least three (3) months in advance of such contemplated changes and will discuss such contemplated changes with the Labor Council, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Labor Council in making every reasonable effort to place adversely affected employees into other bargaining unit positions. The Labor Council reserves all rights granted by this Agreement and the Act.

Section 12.5. Credit Union:

The County shall deduct from the wages of the employees who so authorize, and remit payments to the Credit Union(s) approved by the County Board.

Section 12.6. Personnel Files:

Upon written request to the Department Personnel Office, an employee, or his/her Labor Council Representative (with written authorization from the affected employee) may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 12.7. Drug Testing:

The Joint Employers and the Labor Council agree to the provisions of the Sheriff's Drug-Free Workplace Policy General Order, attached herein and made a part of this labor Agreement, as Appendix D. No other drug policy may be substituted without discussion between the parties.

Section 12.8. Secondary Employment Permitted:

It is understood between the parties that employment with the Cook County Sheriff's Office is the employee's primary job. In all instances of secondary employment the employees shall be subject to the Department's agreed upon General Order 3200.1 as it exists on July 17, 1996 regarding the regulations concerning, secondary employment. regarding the regulations concerning secondary employment A request for secondary employment shall be denied, under the following circumstances, when the secondary employment is in an establishment where the primary business is the sale of intoxicating liquor or gambling:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor.
2. The employment includes serving as a cocktail waiter/waitress.
3. The employment is security related.
4. The Sheriff's Offices deems that the employment will bring discredit upon the department.

Section 12.9. Duty Related Injury:

In the event an Sergeant is injured on duty and is unable to perform his/her duties, the Sergeant may be placed on a duty related injury leave until such time as the Sergeant is deemed fit to return to duty. During the time the officer is on a duty related injury leave he/she shall retain all seniority and benefits, to include, but not limited to their credentials and badge; however, the Sheriff retains the right to recall credentials for just cause; and officers shall surrender their credentials and badge if they are absent from work for more than 180 days (6 months).

Section 12.10. Transfers:

Transfers shall be done in accordance with all applicable articles and sections of this agreement and within the guidelines of department policy. Transfers shall not be made in an arbitrary manner, nor will transfers be utilized as a form of discipline. However, it is understood that the Employer has the right to transfer or reassign employees for just cause, including, but not limited to, inadequate job performance that seriously effects operations.

The Employer may temporarily reassign employees, provided that any such reassignment shall not exceed sixty (60) days. The temporarily reassigned employee shall be returned to the position from which they were originally transferred within sixty (60) days or upon completion of the temporary assignment, whichever comes first. If the temporary assignment is anticipated to or does exceed sixty (60) days, the assignment will be posted for bid in accordance with Section 8.4(c) of this Agreement. It is understood that temporary assignments will not be used to avoid job posting and bidding.

Section 12.11. Cook County Sheriff's Merit Board:

It is understood that employees are subject to the Rules and Regulations of the Cook County Sheriff's Merit Board. Any disciplinary actions referred to the merit Board for hearing seeking discipline in excess of thirty (30) days, including discharge, are not subject to the terms and conditions of this Agreement.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

Section 13.1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating the normal workday and workweek, and to provide the basis for calculating overtime pay.

Section 13.2. Regular Work Periods:

Except as provided in Article XV, Section 15.2, the normal work day shall consist of eight (8) consecutive hours. The normal work week shall consist of forty (40) hours in a seven (7) day work week (Sunday through Saturday), with a one (1) hour lunch and two or more consecutive days off. Employees shall be assigned to the schedule attached as Appendix G which shall remain substantially similar in numbers subject to minor changes to meet the Employer's needs. The Labor Council shall be provided at least thirty (30) days notice prior to any proposed change in the hours worked or work schedules from those which exist as of December 1, 1997, and may in the Labor Council's sole

discretion, issue a demand to bargain over any such change. In the event no agreement is reached on the contemplated changes in the hours worked or work schedules, the Labor Council reserves the right to move the issue directly to impasse arbitration, pursuant to the provisions of the Illinois Public Labor Relations Act.

Section 13.3. Compensatory Time and/or Overtime Compensation:

- A. For the purpose of calculating overtime, all compensated hours shall be counted, except sick leave. Employees shall receive overtime at the rate of time and one-half (1 1/2) their normal hourly rate of pay for all hours in excess of the eighty (80) hour bi-monthly pay period.
- B. At the employee's option, overtime may be accumulated as compensatory time due, calculated at the overtime rate, in lieu of pay. All compensatory time due earned, from what ever source, shall be accumulated to a maximum of one hundred sixty (160) hours. All hours earned in excess of one hundred sixty (160) shall be paid in cash.
- C. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

Section 13.4. Overtime Worked:

All available overtime shall be distributed in accordance with the following procedure provided the employee is able to perform the duties, however; overtime may be denied to an employee for just cause. Employees may be ordered to work overtime by: 1) reverse seniority of the "on duty" or "scheduled" employees then, if needed, 2) reverse seniority of the "off duty" employees provided that such mandatory overtime shall be limited to either emergency conditions, which cannot be deferred or which cannot be performed with other members of this bargaining unit, or because of abnormal peak loads in activities of the Department. In cases of emergency, the Sheriff or his designee may assign the overtime work to any bargaining unit members who are immediately available.

A. Regular Overtime:

- 1. Overtime scheduled less than ten (10) days in advance will be offered to employees within the facility on the basis of rotation seniority and will be equitably distributed among employees who request such work. Each employee shall be selected in turn according to his or her place on the seniority overtime list, by rotation.
- 2. An employee requesting to be skipped when it becomes his/her turn to work overtime will be rotated to the bottom of the seniority list. An employee who works overtime will be placed at the bottom of the overtime seniority list once the overtime is received.

B. Scheduled Overtime:

- 1. Overtime scheduled at least ten (10) days in advance will be offered to employees, within the facility, on the basis of seniority then,
- 2. Offered to employees, Countywide, on the basis of seniority then,

3. Least senior employee scheduled to work at the facility shall be ordered if the staffing not filled.

Section 13.5. Court Time:

Officers who attend court while off-duty on behalf of the Employer, shall receive two (2) hours minimum pay, or the actual hours worked, whichever is greater, at the appropriate rate of pay.

Section 13.6 Shift Exchanges:

All employees (except probationary) may submit their preferred facilities/units, shifts and day off groups for desired assignment. This preference shall be valid until such time the employee submits a revised preference but no sooner than 3-months between changes. At any time, the Employer or Union are notified or observes any two (2) employees that "match" preferences, said employees shall be allowed to exchange assignments pursuant to seniority subject to the employees' ability to perform the required work.

ARTICLE XIV
RATES OF PAY

Section 14.1. Job Classification:

Employees in the job classification set forth in Appendix "A" to this Agreement shall receive the salary provided for their job classification. Employees will be increased to the appropriate step upon completion of the required length of service. No other person or persons shall be permitted to perform the work of this bargaining unit job classification, except in emergency situations or circumstances beyond the control of the Employer; nor shall the Employer transfer employees from other positions within the County or the Sheriff's Department to do bargaining unit work.

Section 14.2. Wage Rates:

All employees who were members of the bargaining unit as of December 1, 2005 who are still in a pay status with the Employer as of the date of the County's ratification of this Agreement, or who have retired from the bargaining unit subsequent to December 1, 2005 shall receive retroactive wage increases as in Appendix "A".

In addition, employees shall receive longevity Step increases in accordance with the Wage Schedule herein attached as Appendix "A".

Effective with the first full pay period, on or after 12/01/05 4.50%
Effective with the first full pay period, on or after 12/01/06 1.50%
Effective with the first full pay period, on or after 06/01/07 2.50%
Effective with the first full pay period, on or after 12/01/07 2.00%
Effective with the first full pay period, on or after 06/01/08 2.75%
Effective with the first full pay period, on or after 12/01/08 3.00%

ARTICLE XV HOLIDAYS

Section 15.1. Designation of Holidays:

A. The following days are hereby declared paid holidays for all employees in the bargaining unit.

1. New Year's Day - January 1st
2. Martin Luther King's Birthday - 2nd Monday in January
3. Lincoln's Birthday - February 12th
4. President's Day - 3rd Monday in February
5. Pulaski Birthday - 1st Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4th
8. Labor Day - 1st Monday in September
9. Columbus Day - 2nd Monday in October
10. Veteran's Day - November 11th
11. Thanksgiving Day - 4th Thursday in November
12. Christmas Day - December 25th

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year. The employee may request to use his/her floating holiday at any time during the fiscal year. Request shall not be unreasonably withheld or denied.

Holidays will be celebrated on the day on which it actually occurs; however, should a certain holiday fall on a Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. In addition to the above, any other days or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1, and November 30. The floating holiday may not be carried over into the next fiscal year by the employee. The floating holiday will be scheduled in accordance with the procedure for vacation selection as set forth in this Agreement. Use of the floating holiday is restricted to a full day increment.

Section 15.2. Holiday Staffing and Compensation:

- A. In addition to holiday pay 15.1, above,
1. Any employee whose normal work schedule falls on a minor holiday and works said holiday, the employee shall receive an additional eight (8) hours of compensatory time.
 2. Any employee whose normal work schedule does not fall on a minor holiday and works said holiday, the employee shall receive an additional eight (8) hours of compensatory time and an additional day off with pay within the same payroll period as the holiday fell, as assigned by the Employer.
- B. In addition to 15.1, above, any employee who works any of the six major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) said employee shall receive eight (8) hours of compensatory time due and four (4) hours of pay, for the first eight hours.
- C. The Employer shall determine the staffing requirements on any given holiday at least fourteen (14) days in advance. Once determined, the Employer shall staff the holiday in accordance with the below procedure. The Employer shall allow employees to work on holidays at any facility they are able to perform the work required in an attempt to avoid employees from being ordered to work.
- 1) Offered by seniority to employees within the facility, then;
 - 2) Offered by seniority to employees on a County-wide basis, then;
 - 3) Least senior employee scheduled to work at the facility ordered, then;
 - 4) Least senior employee off duty at the facility ordered.

Section 15.3. Holidays in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee will be carried as "Holiday".

Section 15.4 Eligibility:

Holiday compensation will not be credited to members scheduled to work on a holiday if the member is on medical roll or absent due to illness, except IOD, VESSA or the Employee's submittance of valid medical documentation for the holiday.

ARTICLE XVI
VACATIONS

Section 16.1. Vacation Leave:

- A. All bargaining unit employees shall be granted paid vacation, based on their years of service with the Employer, as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th - or more	20 working days	40 working days

- B. Accruals will be carried out in accordance with the bi-weekly payroll system.
- C. Employees may use only such vacation leave as has been earned and accrued. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.
- D. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided, by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County shall be the same as if employment had continued without interruption by Military Service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not counted as part of a vacation.

Section 16.2. Annual Vacation Preference and Scheduling:

Annual vacations shall be selected and approved within each District shift or unit of assignment by departmental in accordance with Section 8.1. If an involuntary transfer occurs after the vacation selection, the affected employee's vacation selection shall remain as originally chosen, unless otherwise mutually agreed to between the affected employee and the Sheriff/designee. If a voluntary transfer occurs (excluding bidding) after the vacation selection, the affected employee's vacation selection may be denied due to the operating necessities of the Employer.

It is not necessary that the employees have accrued vacation time "on the books" at the time of the annual vacation selection. Employees will, however, be required to submit a 3-part form requesting approval for said vacation time no later than fifteen (15) days prior to the requested time off. Approval will be subject to the employee having accrued vacation time "on the books" at that time.

**ARTICLE XVII
WELFARE BENEFITS**

Section 17.1. Hospitalization Insurance:

The Union accepts the current health coverage program through fiscal year 2008.

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C through fiscal year 2008.
- B. Until May 31, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution towards premiums. Until May 31, 2008 employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (1/2%) of their base salary as a contribution towards premiums with a maximum contribution ("CAP") of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Union. All employee contributions for Health Insurance shall be made on a pretax basis.
- C. Until November 30, 2007, the HMO prescription drug co-pay will be \$5.00 generic, \$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescription up to a 90-day supply. Effective December 1, 2007, the HMO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, the email order co-pay for a 90 day supply shall be double these amounts and there will be a \$10.00 co-pay for doctor office visits.

Section 17.2. Health Insurance Opt-Out Program:

The Employer agrees to pay \$800.00 per year in the beginning of each fiscal year in one lump sum to eligible employees who opt-out of the Employer's health insurance programs; provided that, prior to

opting-out, any such employee must demonstrate to the Employer's satisfaction that he/she has alternative health insurance coverage. In the event the eligible employee who has opted-out should lose their alternative health insurance coverage, the employee may enroll, or be reinstated to the Employer's health benefit programs.

Any employee who opts-out of the Employer's health insurance benefit programs may request that in lieu of a payment to the employee, this opt-out amount be credited to a medical flexible spending account.

Section 17.3. Sick Leave:

- A. All employees covered by the terms of this Agreement, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days (1400 hours, calculated as eight hour work days), at the rate of twelve (12) working days, or ninety-six (96) working hours, per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability or injury, in the immediate family of the employee or for computation of service credit in accordance with current Retirement Boards Policy. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for forty (40) consecutive work hours or more for any health reason may be required to submit to his Department Head a doctor's certificate as proof of illness, and may be required undergo examination by the Employer's physician before returning to work, at the Employer's cost.

For health related absences of less than forty (40) consecutive work hours, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit to return to work.
- E. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and/or invoke the provision of the Family and Medical Leave Act as provided in this Agreement.

- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 17.4. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefit. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan; disability benefits will be reduced by any Worker's Compensation benefits received. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. The employee will not be required to use sick time and/or vacation time for any day of duty disability.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive not less than fifty percent (50%) of salary. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree.

Section 17.5. Life Insurance:

All employees shall be provided life insurance in an amount equal to the employee's annual salary, rounded to the next highest thousand, at no cost to the employee, with the employee having the option to purchase additional insurance up to a maximum of the employee's annual salary.

Section 17.6. Pension Plan:

Pension benefits for employees covered by this Agreement shall be mandated under Chapter 108 1/2 of the Illinois Revised Statutes.

Section 17.7. Dental and Vision Benefits:

The County agrees to provide a dental and vision plan to its employees. All bargaining unit employees will be eligible to participate in any dental and optical plan offered by the County. In addition to the current Dental Plan, a PPO Dental program shall be made available.

Section 17.8. Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes mother, father, (including in-laws) husband, wife, child (including step, foster, adopted), brothers, sisters, grandchildren, grandparents, or such persons who have reared the employee,
- B. Leave requested to attend the funeral for someone other than a member of an employees immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation, personal leave or compensatory time due of the employee making the request.

Section 17.9. Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff or his designee.

Section 17.10. Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 17.11. Insurance Disputes:

A dispute between an employee (or his covered dependent) and the insurance carrier shall be governed by the comprehensive plan description and shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and by having union representation at such proceedings.

**ARTICLE XVIII
ADDITIONAL BENEFITS**

Section 18.1. Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during his/her regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 18.2. Personal Days:

All bargaining unit members shall be permitted thirty-two (32) hours off with pay each fiscal year. Employees may be permitted these thirty-two (32) hours off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time. No more than thirty-two (32) hours may be used in a fiscal year.

Personal days may be used consecutively and/or as additional vacation leave with permission from the Sheriff/designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee and are subject to approval of the Sheriff or his designee.

In crediting personal time, the fiscal year shall be divided into the following fiscal quarters:

1st Quarter	-	December, January, February
2nd Quarter	-	March, April, May
3rd Quarter	-	June, July, August
4th Quarter	-	September, October, November

Severance of employment shall terminate all rights to accrued personal days.

Section 18.3. Uniform Allowance and Changes.

The employees covered by the terms of this Agreement shall receive six hundred fifty dollars (\$650.00) uniform allowance for each year of this Agreement. The uniform allowance shall be paid to the individual employees during the first pay period in December.

The Employer reserves the right to make changes to the existing uniform and/or equipment required, but shall pay all costs, with no reduction in the uniform allowance provided to the employees.

The Employer shall continue to supply the first issue bullet proof vest, and maintain said vests in accordance with any grant.

Section 18.4. Mileage:

The Employer shall not require or permit employees to use their personal vehicles for work.

Section 18.5. Maintenance of Benefits:

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Labor Council. The Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice and meeting(s) shall be considered temporary pending the completion of such discussions. The Labor Council reserves the right to impact bargain over such changes, including the right to arbitrate any dispute over such changes.

ARTICLE XIX
DURATION

Section 19.1. Term:

This Agreement shall become effective on December 1, 2005 and shall remain in effect through November 30, 2009. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached.

Section 19.2. Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Labor Council, then such notice shall be addressed to the following individuals:

- | | | | |
|----|---|----|---|
| 1. | President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602 | 2. | Sheriff
Daley Center - Room 704
50 W. Washington
Chicago, IL 60602 |
| 2. | Chief Bureau of Human Resources
Department of Human Resources
118 N. Clark Street - Room 840
Chicago, IL 60602 | | |

If given by the County to the Labor Council, then such notice shall be addressed to:

1. Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, Illinois 62704

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 31 day of July, 2007.

COUNTY OF COOK:

By:



TODD H. STROGER, President
Cook County Board of Commissioners



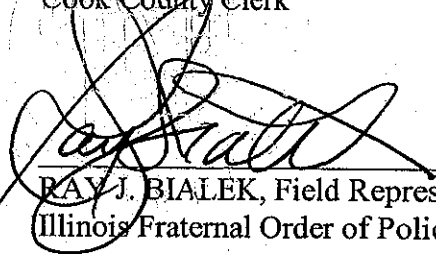
THOMAS J. DART,
Sheriff



Attest:

DAVID D. ORR
Cook County Clerk

UNION:



RAY J. BIALEK, Field Representative
Illinois Fraternal Order of Police Labor Council

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2007

COM _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2007

COM _____

**Schedule XXVIII
Deputy Sergeant's (D3)
UNION**

GD D3		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SRV	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SRV	AFTER 3RD YR AT 3RD LONGEVITY RATE & 20 YRS SRV	AFTER 4TH YR AT 4TH LONGEVITY RATE & 25 YRS SRV
<u>Effective: 12/01/05</u>											
4.5%	Hourly	22,050	23,135	24,314	25,487	26,645	27,981	29,097	30,257	31,453	32,704
	Bi-Weekly	1764.00	1850.8	1945.12	2038.96	2131.60	2238.48	2327.76	2420.56	2516.24	2616.32
	Annual	45,864	48,120	50,573	53,012	55,421	58,200	60,521	62,934	65,422	68,024
<u>Effective: 12/01/06</u>											
1.5%	Hourly	22,381	23,482	24,679	25,869	27,045	28,401	29,533	30,711	31,925	33,195
	Bi-Weekly	1790.48	1878.56	1974.32	2069.52	2163.60	2272.08	2362.64	2456.88	2554.00	2655.60
	Annual	46,552	48,842	51,332	53,807	56,253	59,074	61,428	63,878	66,404	69,045
<u>Effective: 06/01/07</u>											
2.5%	Hourly	22,941	24,069	25,296	26,516	27,721	29,111	30,271	31,479	32,723	34,025
	Bi-Weekly	1835.28	1925.52	2023.68	2121.28	2217.68	2328.88	2421.68	2518.32	2617.84	2722
	Annual	47,717	50,063	52,615	55,153	57,659	60,550	62,963	65,476	68,063	70,772
<u>Effective: 12/01/07</u>											
2.0%	Hourly	23,400	24,550	25,802	27,046	28,275	29,693	30,876	32,109	33,377	34,706
	Bi-Weekly	1,872.00	1,964.00	2,064.16	2,163.68	2,262.00	2,375.44	2,470.08	2,568.72	2,670.16	2,776.48
	Annual	48,672	51,064	53,668	56,255	58,812	61,761	64,222	66,786	69,424	72,188
<u>Effective: 06/01/08</u>											
2.75%	Hourly	24,044	25,225	26,512	27,790	29,053	30,510	31,725	32,992	34,295	35,660
	Bi-Weekly	1,923.52	2,018.00	2,120.96	2,223.20	2,324.24	2,440.80	2,538.00	2,639.36	2,743.60	2,852.80
	Annual	50,011	52,468	55,144	57,803	60,430	63,460	65,988	68,623	71,333	74,172
<u>Effective: 12/01/08</u>											
3.00%	Hourly	24,765	25,982	27,307	28,624	29,925	31,425	32,677	33,982	35,324	36,730
	Bi-Weekly	1,981.20	2,078.56	2,184.56	2,289.92	2,394.00	2,514.00	2,614.16	2,718.56	2,825.92	2,938.40
	Annual	51,511	54,042	56,798	59,537	62,244	65,364	67,968	70,682	73,473	76,398

Job Code:1341

974 Clock Tower Drive
Springfield, Illinois 62704



COOK COUNTY GRIEVANCE

LOCATION: COURT SERVICE SERGEANTS

FILE DATE:

Grievant:

TITLE:

Address:

Phone ()

Check Box For

DISCIPLINE
GRIEVANCE

STEP -

Date of Incident or Date Knew of Facts Giving Rise to Grievance:

Article (s) cited as violations:

, and any other applicable Article

Short and to the point Explanation:

Remedy Sought:

, in part and in whole, make grievant whole

SUBMITTED TO:

DATE:

Grievant's Signature

Labor Council Representative Signature

EMPLOYER RESPONSE

Employer Representative Signature

Title:

Date:

Response Given To:

STEP -

Reason for Advancing Grievance:

SUBMITTED TO:

DATE:

Grievant's Signature

Labor Council Representative Signature

EMPLOYER RESPONSE

Employer Representative Signature

Title:

Date:

Response Given To:

APPENDIX "D" DRUG-FREE WORKPLACE POLICY

TABLE OF CONTENTS

I.	PURPOSE.....	37
II.	POLICY STATEMENT	38
III.	MANAGEMENT RESPONSIBILITIES	41
IV.	EMPLOYEE RESPONSIBILITIES	42
V.	CONFIDENTIALITY	42
VI.	TESTING LABORATORY CERTIFICATION.....	43
VII.	DRUG TESTING UNIT	43
VIII.	RANDOM DRUG TESTING SELECTION PROCEDURES	44
IX.	EMPLOYEE NOTIFICATION PROCEDURES	45
X.	DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING	45
XI.	TEST RESULT PROCEDURES	46
XII.	SEARCHES FOR ILLEGAL DRUGS	47
XIII.	EMPLOYEE ASSISTANCE PROGRAM	48
XIV.	CONFLICT RESOLUTION AND INCLUSION OF APPENDICES	48
XV.	SAVINGS CLAUSE.....	48

I. PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 are applicable to Cook County Government as a grantee of federal funds. The Cook County Board of Commissioners has adopted a resolution that established a policy to maintain all county government workplaces as drug-free workplaces.

The Department recognizes that pervasive illegal drug use has become a national crisis. Drug use in the workplace poses enormous problems in the areas of public health and safety as well as substantial social and economic costs. The Department must play a key role in "The War On Drugs," not only in terms of its public responsibilities as a law enforcement agency, but also in terms of its responsibilities for employee health and well-being. It is imperative that all sworn employees have the physical stamina and psychological stability to promptly perform all required duties under conditions of duress and possibly even great danger.

The overriding purpose of the criminal justice system is to protect community safety through the apprehension, adjudication and incarceration of lawbreakers. Because of the special status of peace officers in our society, drug use by any officer has a particularly devastating effect on all of law enforcement.

Community confidence in law enforcement agencies could be severely damaged if those charged with safeguarding it were, because of their own drug use, either restrained in or unsympathetic to their mission of interdicting drugs. But drug use by sworn officers could be nothing short of disastrous if it impacts on public safety and the ability of officers to perform their duties. The purpose of this order is to:

- A. Establish a policy to detect, deter and eventually eliminate drug use by sworn employees;
- B. Promulgate Department policy that prohibits the presence of either of the following in an employee's system;
 - 1. Illegal drugs and controlled substances or their metabolites;
 - 2. Legally prescribed drugs in excess of prescribed limits.
- C. Set forth policy and procedures governing random, mandatory and reasonable suspicion drug testing of all sworn employees;
- D. Achieve the goal of a safe, efficient and drug-free workplace through a fair, equitable, consistent, confidential and reasonable drug testing policy that ensures due consideration of the rights of employees as well as their privacy, integrity, reliability and dignity throughout the process for the protection of both employees and the public;
- E. Encourage sworn employees who have drug use problems to participate in the Employee Assistance Program or a drug rehabilitation program prior to detection via the Department's drug testing program;

- F. Provide for confidentiality of testing results;
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs;
- H. Ensure the professional credibility, unimpeachable integrity and judgment of sworn employees by providing sanctions for prohibited off-duty conduct which undermines public trust and is inconsistent with on-duty representations;
- I. Promote public confidence in the safety and integrity of all sworn personnel and ensure their fitness for duty;
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance use;
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program;
- L. Recognize the establishment of the Drug Testing Unit within the Sheriff's Office as a critical component of efforts to combat drug abuse in our society;
- M. Describe responsibilities and procedures relative to the Drug Testing Program;
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) and the Drug Screen Specimen Affidavit Form (RDT-92-101).

II. POLICY STATEMENT

The Department recognizes that the vast majority of its sworn employees are not drug users and will not become drug users. A few are not drug-free, and some could possibly fall prey to the insidious spread of drug use, absent the strong preventive and deterrent effect of a drug-testing program. This policy has not arisen from distrust, but rather from the desire to provide a better working environment.

It is imperative that all sworn employees possess the judgment, dexterity, physical stamina and psychological stability and are capable of devoting constant and uninterrupted attention to the performance of all required duties without risk of harm to themselves, other employees or the public. As a result of its responsibilities, as well as the sensitive nature of its work, the Department has an obligation to eliminate illegal drug use from its workplace.

It is therefore the policy of the Department to take all reasonable measures to maintain a work environment free of the unlawful use of drugs or controlled substances and prevent an otherwise pervasive societal problem from invading the ranks of its sworn employees.

- A. This policy applies to all sworn employees of the Department. For the purposes of this policy and directive, sworn employees (or employees) are defined as persons of any rank or title who are required, or authorized, to carry firearms while on or off duty, and who derive their peace officer powers from their status as deputy sheriffs by virtue of appointment by the Sheriff of Cook County.
- B. The term "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
 - 1. Cannabis as defined in 720 ILCS 550/3 (a), or as amended
 - 2. Controlled substances as defined in Chapter 720 ILCS 570/102 (f), or as amended
- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or controlled substances by sworn employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a sworn exempt employee or probationary merit employee; or the referral of charges to the Merit Board, by the Sheriff or his designee, seeking the discharge of a sworn merit employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in 720 ILCS 570/102 (u).
- F. All sworn employees of the Department shall be subject to urinalysis drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy. Any such action will be used as a basis for the initiation of a disciplinary action in accordance with Article 11, Section D, of this directive.
 - 1. Refusal to submit to testing;
 - 2. Failure to cooperate;
 - 3. Tampering or attempting to tamper with urine specimens;
 - 4. Adulteration of a test sample;
 - 5. Submission of or attempt to submit a false test sample;

6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.
- G. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a sworn employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable, rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform his/her job safely is reduced.
1. Reasonable suspicion drug testing shall be conducted when a sworn employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.
 2. Factors to be considered by command and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
 - b. Abnormal conduct or erratic behavior while on-duty;
 - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
 - d. Slurred speech or unsteady walking or movement;
 - e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
 - f. Information obtained from reliable and credible sources with personal knowledge which has been independently corroborated.
- H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a sworn employee:
1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;
 2. Qualifies for an extra-departmental training program of more than two weeks duration;
 3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days, however if the reason for the absence is medical but other time earned is then used in the alternative the employee will be subject to testing.

4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage and sufficient facts exist to support a supervisory finding of reasonable suspicion, or when the circumstances require testing in accordance with existing statutes.
- XVI. Sworn employees acting in their official capacity as peace officers in undercover roles and as a direct result of their official assignments shall not be disciplined under this policy. However, any employee who has reason to believe that an on-duty official capacity activity has, or will result in the presence of a drug or controlled substance in his/her system must submit a confidential written report to the Department Head within 24 hours from the time of exposure. Consideration of reported claims of on-duty exposures shall be limited to life threatening and tactically unavoidable circumstances which are documented and submitted in accordance with the time limits established herein. Failure to report a possible on-duty exposure will negate any claim that a subsequent confirmed positive drug test was the result of an on-duty activity.
- J. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

III. MANAGEMENT RESPONSIBILITIES

Commanders and supervisors are responsible for the reasonable enforcement of this policy.

- A. Commanders and supervisors shall request approval by the Department Head that a sworn employee be required to submit to a drug test when they have a reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.
- B. Any commander or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.
- C. A summarized copy of the written report, including the facts constituting reasonable suspicion, shall be furnished to the employee when the employee is ordered to submit to a reasonable suspicion drug test approved by the Department Head.
- D. Commanders and supervisors encountering an employee who refuses an order to submit to a drug analysis upon direct order shall advise the employee of the requirements of this order and the disciplinary consequences of this policy.
- E. Employees reasonably believed to be under the influence of drugs or controlled substances shall be prevented from engaging in further work. Command and supervisory personnel shall arrange for the safe transportation of such employees from the workplace.

IV. EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor before beginning work, when taking prescribed drugs which could foreseeably interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline.

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

- A. Not report for duty when his/her ability to perform job duties is impaired due to on or off duty drug use;
- B. Notify the Department of his/her conviction for a violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance within 24 hours of such conviction;
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

V. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence in any criminal proceeding against the employee, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidential medical folder to the Department Head or Commander of Internal Investigations.
- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:
 - 4. Required in a disciplinary action;
 - 5. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department);
 - 6. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee, and the employee is unable to authorize disclosure.
- C. No physician-patient relationship is created between an employee and the Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

VI. TESTING LABORATORY CERTIFICATION

- C. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology. The laboratory must conform to the guidelines of, and be certified to perform urine drug testing by, the Substance Abuse and Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. Department of Health and Human Services (HHS).

The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U.S. Department of Health and Human Services Clinical Laboratory.

- B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures, and personnel:
1. Initial drug screening tests utilizing the EMIT or equally reliable method;
 2. Confirmation testing utilizing the Gas Chromatography/Mass Spectrometry (GC/MS) method;
 3. Rigorous chain of custody procedures for collection of specimens and for handling specimens during testing and storage;
 4. Stringent standards for making the drug testing site secure, for restricting access to all but authorized personnel and providing an escort for any others who are authorized to be on the premises;
 5. Precise requirements for quality assurance and performance testing specific to urine specimens for the presence of controlled substances or illegal drugs and their metabolites;
 6. Specific educational and experience requirements for laboratory personnel to ensure their competence and credibility as experts on forensic urine drug testing, particularly to qualify them as witnesses in legal proceedings which challenge the finding of the laboratory.

VII. DRUG TESTING UNIT

The Administrator of the Drug Testing Unit shall be responsible for the operation of the drug testing program established by this order in accordance with the Mandatory Guidelines in Appendix "A" of this order and shall also be responsible for:

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens and that specimens are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized;
- B. Ensuring that the identities of employees whose tests show positive for the presence of a drug or controlled substance are limited to the Department Head or the Commander of Internal Investigations;
- C. Ensuring the development of a computer generated program to select employees for random drug testing;
- D. Assuring rigorous chain of custody procedures for the collection, handling and proper documentation of test specimens during testing and storage;
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts;
- F. Ensuring the notification of the commanders or supervisors of each employee to be tested;
- G. Developing standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program;
- H. Coordination and liaison with the certified testing laboratory contracted by the Department;
- I. Evaluating the program and collecting and compiling anonymous statistical data including, but not limited to, reporting the number of:
 - 1. Random, reasonable suspicion and mandatory tests;
 - 2. Verified positive test results;
 - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

VIII. RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any sworn employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.
- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of the sworn employees who are in the common selection pool.

- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- E. The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

IX. EMPLOYEE NOTIFICATION PROCEDURES

When a commander or supervisor receives notification from the Drug Testing Unit, he/she shall prepare a Drug Testing Notification Form (RDT-92-100) in triplicate and read and explain the contents of the form to the affected employee. The Drug Testing Notification Form shall be distributed as follows:

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention;
- B. Second copy shall be retained by the affected employee;
- C. Third copy shall be retained by the commander or supervisor of the affected employee in the unit of assignment or detail for 30 days.

The commander/supervisor of an affected employee, when notified that the employee is leaving the unit of assignment to submit the required specimen, shall immediately contact and inform the Drug Testing Unit that the employee is enroute to the testing site.

X. DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

A sworn employee who is selected to be tested shall fully cooperate in the completion of all phases of the testing process and shall adhere to the following procedures:

- A. Upon notification that he/she has been selected for drug testing, the employee shall be required to report to the Drug Testing Unit office site in a timely fashion before the conclusion of his/her tour of duty on which the notification was received.

Affected personnel shall report in accordance with the following schedule:

- 7. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours;
- 8. Second shift personnel shall report no earlier than 0600 hours and no later than 1400 hours;

9. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
- C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
- D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
- E. An affected employee's tour of duty shall not be considered completed until he/she has submitted the required urine specimen.

XI. TEST RESULT PROCEDURES

- A. Confirmation and Reporting of Test Results.
 1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
 3. If the second test confirms the initial positive test result, the employee shall be notified in writing. The notification shall identify the particular drug(s) or controlled substances or their metabolites and shall specify the concentration level.
 4. An employee whose confirmation test as specified in paragraph 3, is deemed positive, may, at the employee's own expense, have additional testing conducted on the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
 5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his/her drug test.
 6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
 7. Quantitation for a retest is not subject to a specific cut off level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the

established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.

8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory by the Department laboratory.
 9. If the HHS/SAMHSA certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest. Such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
 10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.
- B. Upon receipt of notification of a positive test result, the Administrator of the Drug Testing Unit or designee shall confidentially notify the Department Head or the Commander of the Internal Investigations Section who shall:
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., valid prescriptions, prescribing physician's statement, etc.).
 2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
 - b. In all other instances, the Department Head or the Commander of the Internal Investigations Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

XII. SEARCHES FOR ILLEGAL DRUGS

In the course of investigations related to this policy, investigative personnel may conduct searches of Department owned property including, but not limited to lockers, desks, briefcases, toolboxes, offices, vehicles, etc. Searches of Department owned property may occur on or off Department premises.

In the course of an investigation under this policy where reasonable grounds exist either by testing positive for substances provided for in this policy or by being arrested for a violation of the Illinois Controlled Substance Act or the Cannabis Control Act, searches of employee owned property may only occur on Department premises or in Department owned vehicles. By accepting employment with, or performing services for the Department all employees are deemed to have consented to such searches and no further consent shall be necessary.

XIII. EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing programs initiated by this policy and order; nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

XIV. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

- A. This order and policy supersedes and takes precedence over any existing orders or directives. Any conflict between this order and policy shall be resolved in favor of this order.
- B. Appendices referred to or cited in this order are parts of this order and shall have the same force and effect as any other part of this order and policy.

XV. SAVINGS CLAUSE

If any provision of this policy/order or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or any other competent authority, such legislation or finding shall not affect the enforceability of any other provisions of this policy/order which shall remain in full force and effect.

APPENDIX "D" - DRUG-FREE WORKPLACE POLICY
MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS
(53 FR 11979, 11989)

TABLE OF CONTENTS

ARTICLE 100 - GENERAL

101 APPLICABILITY.....	50
102 DEFINITIONS	50
103 FUTURE REVISIONS.....	51

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 THE DRUGS.....	51
202 SPECIMEN COLLECTION PROCEDURE.....	51
203 SHORT AND LONG TERM SPECIMEN STORAGE	55
204 TEST LEVELS	56
205 REPORTING TEST RESULTS	56

ARTICLE 100 - GENERAL

101 - APPLICABILITY

- (a) These mandatory guidelines apply to all drug testing procedures conducted by this Department in accordance with existing policies and directives.
- (b) Only laboratories certified under the standards established by the U.S. Department of Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) are authorized to perform urine drug testing for the Department.

102 - DEFINITIONS

For the purposes of these guidelines the following definitions are adopted:

Administrator:	The person responsible for the supervision of the Drug Testing Unit and collection site operations.
Aliquot:	A portion of a urine specimen used for testing purposes.
Chain of Custody:	Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
Collection Site:	A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or their metabolites.
Collection Site Person:	A person who instructs and assists individuals at a collection site and who receives and makes an initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
Confirmatory Test:	A second analytical procedure to identify the presence of specific drugs, controlled substances or their respective metabolites that is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method.)
Initial Test	(also known as Screening Test): An immunoassay screen to eliminate "negative" urine samples from further testing or consideration.

Permanent Record Book: A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.

Reason to Believe: Reason to believe that a particular individual may alter or substitute the urine specimen.

103 – FUTURE REVISIONS

In order to ensure the full reliability and accuracy of initial and confirmation drug tests, the accurate reporting of test results, and the integrity and efficacy of testing programs, the Department may make changes in these guidelines to reflect improvements in the available science and technology. These changes will be discussed with the affected employee's Union prior to implementation and will be published as adopted from time to time.

ARTICLE 200 – SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 – THE DRUGS

- (a) Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in 720 ILCS 550/3 (a), and controlled substances as defined in 720 ILCS 570/102 (f). It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs, as follows:
 - (1) Random drug testing programs shall at a minimum test for marijuana and cocaine;
 - (2) Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201(a) of these guidelines.
- (b) Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.
- (c) These guidelines are not intended to limit additional categories of drugs in the drug testing of sworn employees.

202 – SPECIMEN COLLECTION PROCEDURES

- (c) Designation of Collection Site: The drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- (b) Security: Procedures shall be provided for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.

- (c) Chain of Custody: Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- (d) Access to Authorized Personnel Only: No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. With the exception of personnel authorized to conduct inspections, all authorized visitors and maintenance and service personnel shall be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained.
- (e) Privacy: Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- (f) Integrity and Identity of Specimen: Collection site personnel shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - (1) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.
 - (2) When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification.
 - (3) If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
 - (4) The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
 - (5) The individual shall be instructed to wash and dry his/her hands prior to urination.

- (6) After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
- (7) The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
- (8) The collection site person shall note any unusual behavior or appearance in the permanent record book.
- (9) In the exceptional event that a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public restroom may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.
- (10) Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, the specimen will be discarded and a notation regarding the insufficient amount of specimen collected will be documented on the affidavit form. The donor will be required to provide another specimen in the amount of 60 milliliters in a different specimen collection container. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 60 milliliters of urine, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
- (11) After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his/her hands.
- (12) Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.

- (13) If the temperature of a specimen is outside the range of 32.5-37.7 degrees centigrade or 90.5-99.8 degrees Fahrenheit, that is reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
- (14) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted in the permanent record book.
- (15) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
- (16) Whenever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
- (17) Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
- (18) The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f)(19) - (f)(22) of this section.
- (19) The collection site person shall place securely, on the bottle, an identification label, which contains the date, the individual's specimen number, and any other identifying information provided or required by the Department.
- (20) The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.
- (21) The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
- (22) The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
- (23) A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.

- (24) The collection site person shall complete the chain of custody form.
 - (25) The urine specimen and chain of custody form are now ready for shipment or pickup. If the specimen is not immediately prepared for shipment it shall be appropriately safeguarded during temporary storage.
 - (26) While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him/her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he/she leaves the site.
- (g) Collection Control: To the maximum extent possible, collection site personnel shall keep the individual's specimen within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each and every time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.
- (h) Transportation to Laboratory: Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

203 – SHORT AND LONG TERM SPECIMEN STORAGE

- (a) Short Term Refrigerated Storage: Specimens shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees centigrade. Emergency power equipment shall be available in case of prolonged power failure.
- (b) Long Term Refrigerated Storage: Long term frozen storage (-20 degrees centigrade or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Unless otherwise authorized in writing by higher authority, collection sites and/or drug testing laboratories shall retain and place in properly secured long term frozen storage for a minimum of one (1) year all specimens confirmed positive. Within this one (1) year period, the Department may

request the laboratory to retain the specimen for an additional period of time, but if no such request is made, the laboratory may discard the specimen after the end of the one (1) year period, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period of time.

204 - TEST LEVELS

- (a) **Initial Test Level:** The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.
- (b) **Confirmatory Test Levels:** All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."
- (c) **Test Level Revisions:** The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

	Initial test level (ng/ml):	Confirmatory test level (ng/ml)
Amphetamines	1,000.....	500
Cocaine ¹	300.....	150
Benzodiazepines	300.....	200
Methaqualone	300.....	200
THC (Cannabinoids) ²	20.....	15
Barbiturates.....	300.....	200
Methadone	300.....	200
Phencyclidine (PCP)	25.....	25
Opiates	32000.....	32000
Propoxyphene	300.....	200

¹ Benzoyllecgonine

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ 25ng/ml if immunoassay specific for free morphine

205 - REPORTING TEST RESULTS

- (a) The laboratory shall report test results to the Administrator or designee of the Drug Testing Unit within an average of five (5) working days after the receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cut off for each, the

specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The results (positive and negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Administrator or designee at the same time.

- (b) The testing laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- (c) The Administrator or designee may request from the laboratory and the laboratory shall provide quantitation of test results.
- (d) The laboratory may transmit results to the Administrator or designee by various electronic means (e.g., computer, teleprinters, or facsimile) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval systems.
- (e) The laboratory shall send only to the Administrator or designee a final drug test report with the name of the individual responsible for attesting to the validity of the test result.
- (f) Unless otherwise directed by the Department or the Administrator in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- (g) The drug testing laboratory shall never be furnished with the name of the individual to whom a particular drug specimen is associated with. The only exception to this rule will be in those cases in which the individual is the subject of a hearing for disciplinary action as a result of a confirmed positive drug test which will require the testimony of laboratory personnel. The confidentiality provision of the Department's policy and current written directives will take precedence over this section of the guidelines.